

ENTERED

June 05, 2023

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

)	
In re:)	Chapter 11
)	
DIAMOND SPORTS GROUP, LLC, <i>et al.</i> , ¹)	Case No. 23-90116 (CML)
)	
Debtors.)	(Jointly Administered)
)	
DIAMOND SPORTS NET ARIZONA, LLC,)	
)	
Plaintiff,)	
)	
v.)	Adv. Pro. No. 23-03071
)	
SUNS LEGACY PARTNERS, L.L.C.,)	
GRAY TELEVISION INC., and KISWE)	
MOBILE INC.,)	
)	
Defendants.)	
)	

**STIPULATION AND AGREED ORDER BY AND AMONG
DIAMOND SPORTS NET ARIZONA, LLC,
SUNS LEGACY PARTNERS, L.L.C.,
GRAY TELEVISION, INC., AND KISWE MOBILE INC.****[Related to Docket Nos. 1, 3]**

Debtor Diamond Sports Net Arizona, LLC (f/k/a Fox Sports Net Arizona, LLC) (“Diamond Arizona”), Suns Legacy Partners, L.L.C. (the “Suns”), Gray Television, Inc. (“Gray”), and Kiswe Mobile Inc. (“Kiswe”) enter into this stipulation (the “Stipulation”) regarding the *Complaint for Breach of Contract, Tortious Interference and Declaratory Judgment* [Docket Nos. 1, 3] (the “Complaint”) filed by Diamond Arizona on May 3, 2023. Diamond Arizona, the Suns, Gray, and Kiswe (the “Parties”) hereby stipulate and agree as follows:

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/DSG>. The Debtors’ service address for purposes of these chapter 11 cases is: c/o Diamond Sports Group, LLC, 3003 Exposition Blvd., Santa Monica, CA 90404.

WHEREAS, on January 21, 2011, Diamond Arizona entered into a telecast rights agreement with the Suns (as amended from time to time, the “Agreement”);

WHEREAS, on March 14 and 15, 2023 (the “Petition Date”), the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Court”) (the cases commenced by the filing of such petitions, the “Chapter 11 Cases”);

WHEREAS, on May 3, 2023, Diamond Arizona filed the Complaint, and the Debtors filed the *Debtors’ Emergency Motion to (A) Enforce the Automatic Stay Against Each of the Suns Legacy Partners, L.L.C., Gray Television, Inc., Kiswe Mobile Inc., and Each of Their Respective Affiliates, (B) Compel Performance of the Suns’ Obligations Under an Executory Contract, (C) Void the Replacement Agreement, and (D) Grant Related Relief* [Case No. 23-90116, Docket Nos. 462, 464] (the “Enforcement Motion”);

WHEREAS, on May 10, 2023, the Court entered the *Order Granting Enforcement of the Automatic Stay and Compelling Performance of Obligations Under the Agreement* [Case No. 23-90116, Docket Nos. 579] (the “Enforcement Order”), granting certain of the relief requested in Enforcement Motion against the Suns;

WHEREAS, on June 2, 2023, the Parties agreed to move for this joint stipulation for a modification and extension of the Suns, Gray, and Kiswe’s deadline to file a motion with respect to or answer the Complaint;

NOW, THEREFORE, IT IS STIPULATED BY THE PARTIES AND HEREBY ORDERED THAT:

1. The deadline for the Suns, Gray, and Kiswe to file a motion with respect to or answer the Complaint shall be the later of thirty (30) days from the following: (a) the current

deadline of the Suns, Gray, and Kiswe to file a motion or answer (June 5, 2023), or (b) the date upon which Diamond Arizona provides written notice to the Suns, Gray, and/or Kiswe that Diamond Arizona intends to move forward with its claims as alleged in the Complaint.

2. Nothing in this Stipulation shall impair, alter, or affect the Parties' rights under the Agreement, and all rights are reserved in accordance with and subject to the Agreement. This Stipulation is solely for purposes of extending the deadline for the Suns, Gray, and Kiswe to file a motion with respect to or answer the Complaint, and may not be used for any other purpose.

3. Any disputes between the Suns and Diamond Arizona related to the interpretation of the Agreement and the compliance with the Enforcement Order shall be addressed by the Court in the Chapter 11 Cases in accordance with the Court's ruling at the hearing on May 10, 2023, with respect to the Enforcement Motion.

4. This Stipulation shall be binding upon the Parties' successors, agents, assigns, any bankruptcy trustees and estate representatives, and any parent, subsidiary, or affiliated entity of the Parties.

5. Each Party executing this Stipulation represents that such Party has the full authority and legal power to do so.

6. This Stipulation shall not be modified, altered, amended, or vacated without the written consent of the Parties or by further order of the Court.

7. This Stipulation is subject to the approval of the Court and shall not become effective against Diamond Arizona unless and until it is "so-ordered" by the Court.

8. Any Federal Rule of Bankruptcy Procedure or Local Bankruptcy Rule for the Southern District of Texas that might otherwise delay the effectiveness of this Stipulation is hereby waived, and the terms and conditions of this Stipulation shall be effective and enforceable immediately upon its entry.

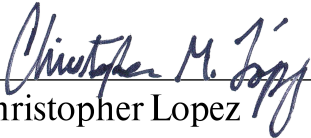
9. Notice of this Stipulation was appropriate under the circumstances and satisfies the requirements of the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of Texas, and no other notice need be provided.

10. Diamond Arizona is authorized to take all actions necessary to effectuate the relief granted in this Stipulation.

11. The Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Stipulation.

IT IS SO ORDERED.

Signed: June 05, 2023



Christopher Lopez
United States Bankruptcy Judge

AGREED TO AND ENTRY REQUESTED:

By: /s/ Scott P. Drake

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